

RESOLUTION NO. 2023-_____
LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF LITTLETON FOR DOWNTOWN
DEVELOPMENT AUTHORITY SUPPORT AND SERVICES

WHEREAS, the Littleton Downtown Development Authority (the “LDDA”) was formed in 2022 pursuant to C.R.S. § 31-25-801, *et seq.*, as a body corporate and capable of being a party to suits, proceedings and contracts, the same as municipalities in this State;

WHEREAS, pursuant to C.R.S. § 29-1-203(1), with the approval of the respective governing bodies, governments may cooperate or contract with one another to provide any function, service, or facility both are authorized to undertake including, among other things, the sharing of costs and resources; and

WHEREAS, the City of Littleton and the LDDA wish to cooperate in the support and service of the LDDA as authorized by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. The intergovernmental agreement by and between the LDDA and the City of Littleton for downtown development authority support and services is approved in substantially the form attached hereto, subject to final approval by the LDDA’s attorney. Upon such approval, the Chair is authorized to execute the same on behalf of the LDDA.

ADOPTED AND APPROVED this _____ day of _____, 2023.

Ruth Graham, Chair

ATTEST:

Krista Falkenstine Secretary

I, Krista Falkenstine, Secretary for the Littleton Downtown Development Authority hereby certify the above is a true copy of Resolution No.____, Series of 2023

Krista Falkenstine, Secretary

**INTERGOVERNMENTAL AGREEMENT
FOR DOWNTOWN DEVELOPMENT AUTHORITY
SUPPORT AND SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Littleton, Colorado, a municipal corporation (the “City”), and the Littleton Downtown Development Authority (“LDDA”), effective this _____ day of _____, 2023 (each a “Party” and collectively, the “Parties”).

RECITALS

The City of Littleton adopted 2040 Envision Littleton, the City’s Comprehensive Plan, to pursue collaboration for both programmatic and funding support from the public, private, and nonprofit sectors. The formation of a Downtown Development Authority was considered as party of that Comprehensive Plan. The City of Littleton subsequently formed a Downtown Development Authority as a body corporate pursuant to Colorado Revised Statutes section 31-25-801, et seq., in August 2022, the formation and funding of which was ratified in part by qualified electors at the November 2022 election.

The LDDA was formed by Ordinance No. 29, Series 2022, and approved by voters for the purpose of promoting the cohesive improvement and redevelopment of the downtown area of the City of Littleton. As consideration for the work to be performed by the LDDA, the City agrees to provide assistance and services as set forth herein.

ARTICLE I

DUTIES OF THE LDDA

1 LDDA Services. The LDDA agrees to provide the following downtown development services and programs on behalf of the City:

- a. To prepare or have prepared the Downtown Littleton Plan of Development, as contemplated by C.R.S. § 31-25-807, and providing a long-term vision for the downtown district for economic development, marketing, public space/placemaking, mobility and land use/design goals and strategies.
- b. To encourage and stimulate economic development in each of Littleton’s four identified sub-areas – Downtown Core and Gateway, South Gateway, North Gateway and Riverside - by providing information and services to existing and prospective businesses and developers.
- c. To establish policies and programs in accordance with LDDA goals and strategies in five main topic areas: (1) Beautiful and Welcoming Gateways and Open Space; (2) Well-Connected Streets, Trails and Pedestrian Routes; (3) Improved Parking Experience; (4) Clean and Safe Downtown; and (5) Vibrant and Business-Friendly.

- d. To implement both short- and long-term strategies to guide the LDDA moving forward in accordance with the topics above such that Downtown Littleton realizes both short- and long-term benefits of the LDDA's strategic mission.
- e. To promote downtown special events, with implementation assistance from the City, including without limitation, partnering with and leveraging local business promotions and their individual events as an opportunity to attract patrons to the LDDA area and supporting municipal events in the downtown district.
- f. To prepare digital and print marketing materials to assist in achieving economic development and marketing in the downtown district.
- g. To conduct, prepare, or have prepared planning and technical surveys as may be necessary for data and informational needs.
- h. As necessary, to coordinate work and consult with the designated representatives of the City in preparation of economic development, marketing, public space/placemaking, mobility and land use/design activities.
- i. To serve on project teams or as a stakeholder for several downtown projects, to have a representative serve on City or non-profit entity committees, as available, and to participate in the City's development code update.
- j. To propose projects and prepare documents and presentations, as necessary, for City evaluation and consideration.
- k. To serve as a liaison to the Police Department on crime and safety matters affecting the Downtown area.
- l. To evaluate maintenance along Mainstreet and the gateway areas, to support the local storefront economy, and enhance a sense of safety and cleanliness for customers.
- m. To prepare information for additional appropriations and capital improvement projects during the current fiscal year on the same schedule as City departments and to be available to present information during council meetings if necessary.
- n. To ensure consistent and appropriate management of independent contractors and employees.
- o. To use reasonable procurement practices for all procurement contracts and purchasing transactions. LDDA contracts will be approved by the LDDA Board.
- p. To do all things necessary, proper, advisable or convenient for the accomplishment of the above purposes and to do all other things incidental thereto or connected therewith.

2 Downtown Projects. The Parties agree to explore funding and partnerships related to downtown projects aligned with the Comprehensive Plan, including streetscape, mobility and

pedestrian safety improvements, and development and small business grants. When appropriate for City-led downtown projects, the LDDA will have a representative on such a project team.

ARTICLE II

DUTIES OF THE CITY

[DRAFT – SUBJECT TO CITY INPUT AND APPROVAL]

1 Support Services. In conjunction with the services to be performed by the LDDA as set forth above, the City agrees to provide the LDDA with the following support services:

- a. The City's Human Resources Department shall provide services and resources to the LDDA that reflect those provided to City independent contractors.
- b. The City shall provide the LDDA with copies of all policies and procedures applicable to independent contractors.
- c. The City shall provide the LDDA access to the services of its Risk Management Division of the Human Resources Department as a resource for advice and assistance on purchasing of insurance, claims, safety, and other risk management issues.
- d. The City shall provide the LDDA with the resources of purchasing services, supplies, and equipment through the City's Procurement Division.
- e. The City shall provide to the LDDA accounting services and monthly detailed financial reports relating to LDDA expenses, income, and budgets.
- f. The City shall provide to the LDDA access to the City Clerk's Office for services ensuring compliance with the Open Meetings Law and the Open Records Act, as well as for assistance with election activities.
- g. The City shall provide to the LDDA access to the City's economic development department to allow coordination of economic recovery assistance efforts.
- h. The City shall provide the LDDA access to the services of the Building Inspection staff as a resource for advice and assistance on electrical and building design and compliance issues.
- i. Subject to all professional and legal duties the City Attorney and his or her staff owe to the City and its officers and employees, including loyalty, conflict of interest, and confidentiality, the City will cooperate with and provide input on LDDA matters requiring City input or approval. This service shall not create the relation of attorney and client between the City Attorney or his staff and the LDDA. The LDDA acknowledges that it has authority under C.R.S. § 31-25-807(g), to retain and fix the compensation of legal counsel and that the City Attorney is not such legal counsel.

j. The City shall provide the LDDA services of the Community Development Department and other City staff as needed for implementation of LDDA matters related to the Littleton Comprehensive Plan.

k. Safety in the LDDA area: The City shall work with the LDDA to collaborate on solutions, staffing and best practices to keep Downtown a clean and safe environment for all.

l. When reasonably available, the City shall provide the LDDA information technology services, including access to the LDDA's website, email, engagement and video conferencing tools.

2 Request for Services. Requests for services may be made by the LDDA Director, an LDDA Board designee, or the Chair of the LDDA Board.

ARTICLE III

SALES TAX TIF; NEGOTIATED BASE

1 Pursuant to C.R.S. § 31-25-807(3)(a) and any adopted plan of development contemplated by C.R.S. § 31-25-807, the LDDA can accrue and spend sales tax funds collected within the LDDA boundaries in excess of the sales tax collected within the LDDA boundaries in the base year. The Parties acknowledge that, pursuant to C.R.S. § 31-25-307(3)(a)(I), the statutory formula to set the base year for sales tax TIF is as follows: "...municipal sales taxes collected within the boundaries of said development area in the twelve-month period ending on the last day of the month prior to the effective date of approval of said plan." (the "Statutory Base").

2 Recognizing the Statutory Base, the Parties may nonetheless desire to negotiate a different calculation or effective date as the starting base amount for sales tax TIF calculations. Any such agreement will be memorialized by separate written agreement and will be subject to City Council and LDDA Board approval.

ARTICLE IV

CITY CONTRIBUTION AS A GRANT

1 The City has authorized _____ Thousand Dollars (\$_____.00) in its 2023 budget to provide the services described in this Agreement (the "City Contribution"). It is the understanding of the Parties that the City Contribution shall constitute the total compensation payable by the City for the services identified herein and provided by the LDDA.

2 At the option of the Parties, they may negotiate by separate agreement a mechanism by which the City Contribution shall be considered a loan to the LDDA, repayable from sales tax TIF the LDDA collects or from other sources. Any such agreement would be subject to City Council and LDDA Board approval.

ARTICLE V

INSURANCE REQUIREMENTS

1 The LDDA shall procure and maintain in full force and effect such insurance that will insure its obligations and liabilities under this Agreement. Coverage will initially be limited to general liability insurance for the LDDA Board through an insurance company licensed in the State of Colorado. When and if necessary, the LDDA shall procure and maintain workers' compensation; property insurance necessary to protect real and physical assets owned by the LDDA including without limitation real property, business equipment, streetscape improvements, automobile liability (including, as appropriate, owned, non-owned and hired autos); and general liability.

2 The LDDA shall attach to this Agreement, prior to its final approval, a certificate showing it has in effect the policies required by this Agreement. The certificate shall name the City as additional insured and LDDA shall promptly notify the City's Risk Manager if it learns of any termination, cancellation, or modification of any insurance policy. Any variance proposed by the LDDA to these insurance provisions must be approved in writing by the LDDA Board and will become incorporated as an addendum to this Agreement.

ARTICLE VI

TERM OF AGREEMENT

1 Notwithstanding the date of execution, this Agreement shall be for a term beginning January 1, 2023, and ending December 31, 2023, unless extended or modified by mutual agreement between the Parties. The City reserves the right to review the performance of the LDDA and to renegotiate at the end of the contract period if mutually agreeable between the City and the LDDA. Subject to annual appropriations by the City, this Contract shall be automatically renewable for each subsequent calendar year period. Either Party may elect not to renew this Contract by giving the other Party written notice of that decision at least ninety (90) days prior to the expiration of the current contract term.

2 Either Party may otherwise at any time terminate this Agreement by giving the other Party thirty (30) days written notice. However, the City Council of the City or Board of Directors of the LDDA shall have the authority to sooner or immediately terminate this Agreement upon a finding that the public interest requires such termination.

3 If this Agreement is terminated by either Party or it expires, such termination or expiration shall not prevent implementing the terms, conditions, and covenants of any agreement for assistance entered into by an applicant and the LDDA prior to such termination or expiration, unless such agreement is contrary to law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1 The Parties and their officers, attorneys, employees and agents are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers, attorneys, or employees.

2 Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

3 There are no intended third-party beneficiaries to this Agreement.

4 If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

CITY OF LITTLETON

LITTLETON DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____
MAYOR
ATTEST

By: _____
BOARD CHAIR
ATTEST
